

Washington Title Insurance Company

SEATTLE, WASHINGTON

Capital \$600,000

\$200,000 Guarantee Fund Deposited with State Treasurer

Purchaser's Policy

Policy No. F-614 —

Premium \$ 25.00 —

Amount \$ 4500.00 —

For value, WASHINGTON TITLE INSURANCE COMPANY, hereinafter called the company, a corporation incorporated under the laws of the State of Washington and duly authorized by the State Insurance Commissioner to insure titles in said state, doth hereby insure, subject to the annexed conditions, hereby made a part of this policy, EDWARD R. SCOTT,

and representatives (if a corporation, its successors) and assigns, hereinafter called the insured, against loss or damage not exceeding

FOUR THOUSAND FIVE HUNDRED - - - - - Dollars,

which the insured may sustain by reason of any defect in the title of MARY J. ROBERTSON, a widow,

hereinafter referred to as the seller, to all the estate or interest in the premises specified and described in Schedule A, hereto annexed and hereby made a part of this policy, or by reason of liens or incumbrances charging the same, at the date of this policy; saving and excepting, and this policy does not insure against loss or damage by reason of any estate or interest, defect, lien, incumbrance or objection noted in annexed Schedule B, which is a part hereof. Any loss under this policy is to be established in the manner provided in said conditions and shall be paid upon compliance by the insured with and as prescribed in said conditions, and not otherwise.

IN WITNESS WHEREOF, WASHINGTON TITLE INSURANCE COMPANY has caused these presents to be signed by two of its officers and its corporate seal to be affixed; but this policy is void and of no effect unless attested by a Vice-President, the Secretary or an Assistant Secretary.

Dated this -30th- day of -December- 19-27, at -eight- o'clock -A. M.



Worrall Wilson
President.

Charles L. Hall
General Manager.

Attest:

J. T. Lacy
Assistant Secretary.

Schedule A

1. The estate or interest of the seller covered by this policy.

Fee simple estate, as her separate property.

2. The premises in which the seller has the estate or interest covered by this policy.

IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

That portion of Government Lot one (1) Section twenty-three (23) Township twenty-seven (27) North, Range three (3) East of W.M., described as follows:

Beginning at a point on the east side of Front Street in the City of Edmonds, County of Snohomish, State of Washington, 340 feet northerly of the northeast corner of Front and Edmonds Streets which is the true point of beginning; thence easterly at right angles 198 feet; thence northerly at right angles 100 feet; thence westerly at right angles 78 feet; thence southerly at right angles 60 feet; thence westerly at right angles 120 feet to the east side of Front Street; thence southerly at right angles 40 feet to the true point of beginning.

Schedule B

This policy does not insure against:

1. Questions of boundary dependent on actual survey for determination.
2. The existence of roads or ways not established of record, or existence of county roads.
3. Rights or claims of persons in possession or claiming to be in possession, not shown of record; rights claimed under instruments of which no notice is of record and rights or claims based upon facts of which no notice is of record but of which the insured has notice; material or labor liens of which no notice is of record.
4. Matters relating to municipal assessments, if any, preceding the same becoming fixed and shown as a lien.
5. Unpaid local improvement assessments, if any, levied by the Town of Edmonds.
6. Contract of sale entered into on Dec. 27, 1927, by and between Mary J. Robertson, as vendor, and Edward R. Scott, the insured, as vendee; conditioned for the conveyance of said premises upon certain terms more particularly set forth in said instrument; recorded Dec. 29, 1927, under auditor's file No. 417656, records of Snohomish County, Washington.

(End of Schedule B)

~~A LIMIT OF LIABILITY—SUBROGATION. The Company may at any time pay this policy in full, and upon all liability of the company shall terminate. The total liability under this policy, whether of one or more claims, shall in no case exceed the face of the policy, and every payment by the company shall reduce the policy by the amount paid. When the company shall have paid a claim under this policy it shall be subrogated to all rights and remedies which the insured may have against any person or property in respect of such claim, or would have if this policy had not been issued, and the insured shall transfer to the company all such rights to the company accordingly. If the amount paid by the company does not cover the full amount of the claim, then such subrogation of the company shall be proportionate to the amount paid by the company. If the insured has a mortgage on the property insured, the insured shall assign and transfer to the company the mortgage and the building thereon, together with all instruments evidencing or securing the same, to the company, and the company shall be bound to the insured by virtue of its subrogation to the mortgage and all liability of the company shall terminate.~~

~~REFUSAL TO PURCHASE ESTATE. The company shall not be liable for any loss or damage resulting from the refusal of any party to enter into or carry out any contract involving the estate of any insured.~~

~~CONTRACTOR'S POLICY. If this policy covers a mortgage, the company, through its agents, shall not be liable for any loss or damage resulting from the refusal of any party to enter into or carry out any contract involving the estate of any insured.~~

Conditions of the Policy

1. **NOTICE OF DEFECT, SUIT OR ACTION:** The Company will and shall have the right, at its own cost, to defend the insured in all suits, actions or proceedings founded upon a claim of title, incumbrance or defect which existed or is claimed to have existed prior in date to this policy and not excepted herein; reserving, however, the option at any time of settling the claim or paying the policy in full. In case any such suit, action or proceeding shall be begun it shall be the duty of the insured at once to give notice thereof in writing to the company at its Home Office, and if the insured is a party to such suit, action or proceeding to secure to the company, within ten days after service of the first process upon the insured, the right to defend such suit, action or proceeding in the name of the insured so far as necessary to protect the insured, and to render all reasonable assistance in such defense. If such notice shall not be given, or the right to defend secured, as above provided, then all liability of the company in regard to the subject matter of such suit, action or proceeding shall cease and be determined; provided, however, that failure to give such notice shall in no case prejudice the insured if the insured shall not have any knowledge of such suit, action or proceeding.

2. **CLAIM OF LOSS—PAYMENT OF LOSS:** In the event of final judicial determination by a court of competent jurisdiction, under which the insured is dispossessed or deprived of the real estate covered hereby or his estate or interest insured is impaired by reason of any adverse interest, lien or incumbrance hereby insured against, or, if this policy covers a mortgagee's interest, if such final judicial determination shall defeat or impair the mortgagor's title to all or any part of the mortgaged premises or established the priority to the mortgage of a lien or incumbrance not excepted in this policy, claim may be made hereunder, provided the conditions have been in all ways complied with. Every claim for loss under this policy must be in writing, giving a full statement thereof, and be delivered to the company at its Home Office within sixty (60) days after the insured has had notice of such final judicial determination, whereupon the loss hereunder shall be payable to the insured on or before thirty (30) days.

3. **LIMIT OF LIABILITY—SUBROGATION:** The Company may at any time pay this policy in full, whereupon all liability of the company shall terminate. The total liability under this policy, exclusive of costs, shall in no case exceed the face of the policy, and every payment by the company shall reduce the policy by the amount paid. When the company shall have paid a loss under this policy it shall be subrogated to all rights and remedies which the insured may have against any person or property in respect of such claim, or would have if this policy had not been issued, and the insured shall forthwith transfer all such rights to the company accordingly. If the payment made by the company does not cover the loss of the insured, then such subrogation of the company shall be proportionate. Or the company may in case this policy covers a mortgagee's interest only, pay the insured the entire mortgage indebtedness, with interest at the rate specified in the mortgage, and thereupon the insured shall assign and transfer to the company the mortgage and the indebtedness thereby secured, with all instruments evidencing or securing the same, or shall convey to the company any estate lawfully vested in the insured by virtue of foreclosure of the mortgage, and all liability of the company shall thereupon terminate.

4. **REFUSAL TO PURCHASE ESTATE:** The company shall not be liable for any loss or damage resulting from the refusal of any party to enter into or carry out any contract respecting the estate or interest insured.

5. **MORTGAGEE'S POLICY.** If this policy covers a mortgagee's interest only, discharge of the mortgage, otherwise than through foreclosure thereof, shall terminate this policy and all liability of the company hereunder, but in case of foreclosure of the mortgage this policy shall cover any estate lawfully vested in the insured by virtue of such foreclosure.

Read the Conditions of this Policy

No. F-614

**Washington
Title Insurance Company**

Issued From the Office of
SNOHOMISH COUNTY
ABSTRACT COMPANY
2913 WETMORE AVENUE
EVERETT - - WASH.

Person Insured

EDWARD R. SCOTT

Amount Insured

\$ 4500.00

This Company Offers

1. Thorough Examination of your Title.
2. Absolute Guarantee.
3. Saving in Time and Expense.
4. Cheapness of all subsequent Transfers or Mortgages.